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ALEXANDER L. STEVAS,
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NO. 83-849

**THE SUPREME COURT
OF THE UNITED STATES**

OCTOBER TERM, 1983

**HYATT HOTELS CORPORATION, d/b/a
HYATT REGENCY NEW ORLEANS,**
Petitioner,

versus

NATIONAL LABOR RELATIONS BOARD,
Respondent.

**Petition for Writ of Certiorari to the
United States Court Of Appeals for the Eleventh Circuit**

SUPPLEMENTAL APPENDIX

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

Case No. 15-CA-8351-2

**HYATT REGENCY NEW ORLEANS
and
UNITED LABOR UNIONS, LOCAL 100**

DECISION AND ORDER

Upon a charge filed on October 13, 1981, by United Labor Unions, Local 100, herein called the Union, and duly served on Hyatt Regency New Orleans, herein called Respondent, the General Counsel of the National Labor Relations Board, by the Regional Director for Region 15, issued a complaint on November 16, 1981, against Respondent, alleging that Respondent, had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the National Labor Relations Act, as amended. Copies of the charge and complaint and notice of hearing before an administrative law judge were duly served on the parties to this proceeding.

260 NLRB No. 66

With respect to the unfair labor practices, the complaint alleges in substance that on September 21, 1981, following a Board election in Case 15-RC-6771,¹ the Union was duly certified as the exclusive collective-bargaining representative of Respondent's employees in the unit found appropriate; and that, commencing on or about October 8, 1981, and at all times

thereafter, Respondent has refused, and continues to date to refuse, to bargain collectively with the Union as the exclusive bargaining representative, although the Union has requested and is requesting it to do so. Further, since on or about October 8, 1981, Respondent has failed and refused to supply information to the Union regarding, *inter alia*, the names, addresses, telephone numbers, dates of hire, job classifications and rates of pay of all bargaining unit employees; a breakdown of the bargaining unit by departments and job classifications; descriptions of all fringe benefits including but not limited to vacations, holidays, leaves of absence, sick leave, bereavement pay, jury duty pay, sickness and accident insurance, and pensions; description of overtime policies including daily overtime pay, conditions for refusal of overtime, and division of overtime; description of layoff and recall policies; description of seniority policies, including their application to benefits; description of disciplinary policies; and all work rules. On November 27, 1981, Respondent filed its answer to the complaint denying all of the allegations in the complaint.

On December 14, 1981, counsel for the General Counsel filed directly with the Board a Motion for Summary Judgment. Subsequently, on December 17, 1981, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Respondent thereafter filed separate responses to the Motion for Summary Judgment and the Notice To Show Cause. The General Counsel also filed a supplement to his summary judgment motion.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Upon the entire record in this proceeding, the Board makes the following:

Ruling on the Motion for Summary Judgment

In its answer to the complaint and its responses, Respondent contests, *inter alia*, the appropriateness of the unit and the validity of the Union's certification. In his Motion for Summary Judgment, counsel for the General Counsel alleges that Respondent seeks to relitigate issues considered in the underlying representation case. We agree.

Our review of the record in this case, including the record in Case 15-RC-6771, reveals that, after a hearing, the Regional Director issued a Decision and Direction of Election on May 26, 1981.² At the hearing, Respondent's attorney stated that the jurisdictional stipulation entered into in 1977 at the representation hearing concerning the New Orleans, Louisiana, facility was still true and accurate. Based on this stipulation, the Regional Director found that Respondent met the jurisdictional standards of the Board. The Regional Director further found that the appropriate unit consisted of all full-time and regular part-time employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations and security personnel, professional employees, guards, and supervisors as defined in the Act.

On June 8, Respondent filed a petition for review of the Regional Director's Decision and Direction of Election arguing that the Board had violated its own administrative procedures and rules, and had failed to set forth an hourly formula to determine whether certain employees shared a sufficient community of interest to warrant their inclusion in the unit.

On June 19, the Board stayed the representation election and remanded the case to the Regional Director with instructions to issue a supplemental decision setting forth an eligibility formula for regular part-time employees, casual employees, and on-call employees. On June 30, a second hearing was held to

adduce further evidence and, on July 13, the Regional Director issued a Supplemental Decision and Direction of Election in which it was determined that Respondent does not employ any part-time, casual, or on-call employees in the appropriate unit. In the Supplemental Decision, the Regional Director found the appropriate unit consisted of all regular employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting sales, personnel, public relations and security personnel, professional employees, confidential employees, guards, and supervisors as defined in the Act.

On July 28, Respondent filed a timely request for review of the Regional Director's Supplemental Decision and Direction of Election. The request for review was denied on August 4. In accordance with the Supplemental Decision and Direction of Election, an election was conducted on August 11, and the tally of ballots furnished the parties after the election showed 134 votes cast for, and 57 against, the Union. There were 17 challenged ballots, an insufficient number to affect the results. Respondent filed timely objections to the election arguing that certain employees who had been included in the unit in a 1977 representation case involving the same parties should have been allowed to cast challenged ballots and that employees who had been terminated by it prior to the election were wrongfully permitted to vote. After an investigation, the Regional Director on September 21 issued his Supplemental Decision and Certification of Representative in which he overruled the objections in their entirety and certified the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit. Respondent filed a timely request for review of the Regional Director's Supplemental Decision and Certification of Representative. The request for review was denied on December 18 by telegraphic order of the Board.

On September 28, the Union, by letter, requested, and is continuing to request, Respondent to provide certain informa-

tion regarding the unit employees for purposes of bargaining including the names, addresses, telephone numbers, dates of hire, job classifications, and rates of pay of all bargaining unit employees; a breakdown of the bargaining unit by departments and job classifications; descriptions of all fringe benefits including but not limited to vacations, holidays, leaves of absence, sick leave, bereavement pay, jury duty pay, sickness and accident insurance, and pensions; description of overtime policies including daily overtime pay, conditions for refusal of overtime, and division of overtime; description of layoff and recall policies; description of seniority policies, including their application to benefits; description of disciplinary policies; and all work rules. The Union further requested Respondent to bargain collectively with it as the collective-bargaining representative of the unit employees.

In its answer to the complaint in this case, Respondent denies, *inter alia*, its jurisdictional standing, the Union's status as a labor organization, and its unlawful refusal to bargain with the Union. However, Respondent admitted that it met the Board's jurisdictional requirements in the underlying representation proceeding. Further, the Union's status was contested in said representation proceeding and the Regional Director found that the Union is a labor organization within the meaning of the Act. Respondent offers nothing to controvert this finding. With respect to its denying that it has refused to bargain with the Union, attached to the General Counsel's Motion for Summary Judgment is a copy of Respondent's letter to the Union, dated October 8, 1981, stating that the Union's request for bargaining and for information relevant to bargaining was inappropriate because the issue of the Union's certification was still before the Board. Respondent has submitted nothing to controvert this document. Further, it is apparent from Respondent's response to the Motion for Summary Judgment and the Notice To Show Cause that it desires to test the appropriateness of the unit and the resulting representation case. Accordingly, we deem the allegations of the complaint concerning Respondent's refusal to bargain to

be true. See *Georgia, Florida, Alabama Transportation Company*, 228 NLRB 1321 (1977). Thus, it appears that Respondent is attempting to raise issues in the present case which were, or could have been, raised in the underlying representation case.

It is well settled that in the absence of newly discovered or previously unavailable evidence or special circumstances a respondent in a proceeding alleging a violation of Section 8(a)(5) is not entitled to relitigate issues which were or could have been litigated in a prior representation proceeding.³

All issues raised by Respondent in this proceeding were or could have been litigated in the prior representation proceeding, and Respondent does not offer to adduce at a hearing any newly discovered or previously unavailable evidence, nor does it allege that any special circumstances exist herein which would require the Board to reexamine the decision made in the representation proceeding.⁴ We therefore find that Respondent has not raised any issue which is properly litigable in this unfair labor practice proceeding. Accordingly, we grant the Motion for Summary Judgment.⁵

On the basis of the entire record, the Board makes the following:

FINDINGS OF FACT

I. The Business of Respondent

Respondent is and has been at all times material herein a California corporation which operates a hotel located in New Orleans, Louisiana, where it provides food, lodging, and related hotel services to transient guests. During the 12 months preceding November 16, 1981, a representative period, Respondent derived gross revenues in excess of \$500,000, and purchased and received goods and materials valued in excess of \$50,000 directly from points located outside the State of Louisiana.

We find, on the basis of the foregoing, that Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. The Labor Organization Involved

United Labor Unions, Local 100, is a labor organization within the meaning of Section 2(5) of the Act.

III. The Unfair Labor Practices

A. *The Representation Proceeding*

1. The unit

The following employees of Respondent constitute a unit appropriate for collective-bargaining purposes within the meaning of Section 9(b) of the Act:

All regular employees in the Employer's house-keeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations and security personnel, professional employees, confidential employees, guards, and supervisors as defined in the Act.

2. The certification

On August 11, 1981, a majority of the employees of the Respondent in said unit, in a secret-ballot election conducted under the supervision of the Regional Director for Region 15, designated the Union as their representative for the purpose of collective bargaining with Respondent.

The Union was certified as the collective-bargaining repre-

sentative of the employees in said unit on September 21, 1981, and the Union continues to be such exclusive representative within the meaning of Section 9(a) of the Act.

B. The Request To Bargain and Respondent's Refusal

Commencing on or about September 28, 1981, and at all times thereafter, the Union has requested Respondent to provide certain requested information for purposes of bargaining including the names, addresses, telephone numbers, dates of hire, job classifications, and rates of pay of all bargaining unit employees; a breakdown of the bargaining unit by departments and job classifications; descriptions of all fringe benefits including but not limited to vacations, holidays, leaves of absence, sick leave, bereavement pay, jury duty pay, sickness and accident insurance, and pensions; description of overtime policies including daily overtime pay, conditions for refusal to overtime, and division of overtime; description of layoff and recall policies; description of seniority policies, including their application to benefits; description of disciplinary policies; and all work rules; and to bargain collectively with it as the exclusive collective-bargaining representative of all the employees in the above-described unit. The requested information is necessary for and relevant to the Union's performance of its function as the exclusive collective-bargaining representative of the unit employees. Commencing on or about October 8, 1981, and continuing at all times thereafter to date, Respondent has refused, and continues to refuse, to provide the requested information and to recognize and bargain with the Union as the exclusive representative for collective bargaining of all employees in said unit.

Accordingly, we find that Respondent has, since October 8, 1981, and at all times thereafter, refused to bargain collectively with the Union as the exclusive representative of the employees in the appropriate unit, and that, by such refusal, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of Respondent set forth in section III, above, occurring in connection with its operations described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The Remedy

Having found that Respondent has engaged in, and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act, we shall order that it cease and desist therefrom, and, upon request, bargain collectively with the Union as the exclusive representative of all employees in the appropriate unit and, if an understanding is reached, embody such understanding in a signed agreement.

In order to insure that the employees in the appropriate unit will be accorded the services of their selected bargaining agent for the period provided by law, we shall construe the initial period of certification as beginning on the date Respondent commences to bargain in good faith with the Union as the recognized bargaining representative in the appropriate unit. See *Mar-Jac Poultry Company, Inc.*, 136 NLRB 785 (1962); *Commerce Company d/b/a Lamar Hotel*, 140 NLRB 226, 229 (1962), enfd. 328 F.2d 600 (5th Cir. 1964), cert. denied 379 U.S. 817; *Burnett Construction Company*, 149 NLRB 1419, 1421 (1964), enfd. 350 F.2d 57 (10th Cir. 1965).

The Board, upon the basis of the foregoing facts and the entire record, makes the following:

CONCLUSIONS OF LAW

1. Hyatt Regency New Orleans is an employer engaged in

commerce within the meaning of Section 2(6) and (7) of the Act.

2. United Labor Unions, Local 100, is a labor organization within the meaning of Section 2(5) of the Act.

3. All regular employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations and security personnel, professional employees, confidential employees, guards, and supervisors as defined in the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. Since September 21, 1981, the above-named labor organization has been and now is the certified and exclusive representative of all employees in the aforesaid appropriate unit for the purpose of collective bargaining within the meaning of Section 9(a) of the Act.

5. By refusing on or about October 8, 1981, and at all times thereafter, to bargain collectively with the above-named labor organization as the exclusive bargaining representative of all the employees of Respondent in the appropriate unit, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

6. By failing and refusing on or about October 8, 1981, and at all times thereafter, to supply information for the purposes of collective bargaining to the above-named labor organization regarding, *inter alia*, the names, addresses, telephone numbers, dates of hire, job classifications, and rates of pay of all bargaining unit employees; a breakdown of the bargaining unit by departments and job classifications; descriptions of all fringe benefits including but not limited to vacations, holidays, leaves of absence, sick leave, bereavement pay, jury duty pay, sickness and accident insurance, and pensions; description of overtime policies including daily overtime pay, conditions for

refusal of overtime, and division of overtime; description of layoff and recall policies; description of seniority policies, including their application to benefits; description of disciplinary policies; and all work rules, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) of the Act.

7. By the aforesaid refusals to bargain, Respondent has interfered with, restrained, and coerced, and is interfering with, restraining, and coercing, employees in the exercise of the rights guaranteed them in Section 7 of the Act, and thereby has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

8. The aforesaid unfair labor practices are unfair labor practices effecting commerce within the meaning of Section 2(6) and (7) of the Act.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Hyatt Regency New Orleans, New Orleans, Louisiana, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Refusing to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with United Labor Unions, Local 100, as the exclusive bargaining representative of its employees in the following appropriate unit:

All regular employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations,

food and beverage convention services, engineering, accounting, sales, personnel public relations and security personnel, professional employees, confidential employees, guards, and supervisors as defined in the Act.

(b) Failing and refusing to supply requested information for the purposes of collective bargaining to United Labor Unions, Local 100, regarding, *inter alia*, the names, addresses, telephone numbers, dates of hire, job classifications, and rates of pay of all bargaining unit employees; a breakdown of the bargaining unit by departments and job classifications; descriptions of all fringe benefits including but not limited to vacations, holidays, leaves of absence, sick leave, bereavement pay jury duty pay, sickness and accident insurance, and pensions; description of overtime policies including daily overtime pay, conditions for refusal of overtime, and division of overtime; description of layoff and recall policies; description of seniority policies, including their application to benefits; description of disciplinary policies; and all work rules.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Upon request, bargain with the above-named labor organization as the exclusive representative of all employees in the aforesaid appropriate unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement.

(b) Upon request, supply information to the above-named labor organization for the purposes of collective bargaining as the exclusive representative of all employees in the

aforesaid appropriate unit.

(c) Post at the Hyatt Regency New Orleans copies of the attached notice marked "Appendix."⁶ Copies of said notice, on forms provided by the Regional Director for Region 15, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Notify the Regional Director for Region 15, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

Dated, Washington, D.C. February 26, 1982

John H. Fanning, Member

Howard Jenkins, Jr., Member

Don A. Zimmerman, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

WE WILL NOT refuse to bargain collectively concerning rates of pay, wages, hours, and other terms and conditions of employment with United Labor Unions, Local 100, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT fail and refuse to supply requested information for the purposes of collective bargaining to United Labor Unions, Local 100, as the exclusive representative of the employees in the bargaining unit described below.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, upon request, bargain with the above-named Union, as the exclusive representative of all employees in the bargaining unit described below, with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement. The bargaining unit is:

All regular employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations and security personnel, professional employees, confidential employees, guards and supervisors as defined in the Act.

WE WILL, upon request, supply information for the purposes of collective bargaining to the above-named Union, as the exclusive representative of the employees in the bargaining unit described above.

HYATT REGENCY NEW ORLEANS

(Employer)

Dated _____

By _____
(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, Plaza Tower, Room 2700, 1001 Howard Avenue, New Orleans, Louisiana 70113, Telephone 504-589-6389.

FOOTNOTES

Official notice is taken of the record in the representation proceeding, Case 15-RC-6771, as the term "record" is defined in Secs. 102.68 and 102.69(g) of the Board's Rules and Regulations, Series 8, as amended. See *LTV Electro-systems, Inc.*, 166 NLRB 938 (1967), enfd. 388 F.2d 683 (4th Cir. 1968); *Golden Age Beverage Co.*, 167 NLRB 151 (1967), enfd. 415 F.2d 26 (5th Cir. 1969); *Intertype Co. v. Penello*, 269 F.Supp. 573 (D.C.Va. 1967); *Follett*

Corp., 164 NLRB 378 (1967), *enfd.* 397 F.2d 91 (7th Cir. 1968); Sec. 9(d) of the NLRA, as amended.

² All dates are in 1981, unless otherwise indicated.

³ See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941); Rules and Regulations of the Board, Secs. 102.67(f) and 102.69(c).

⁴ Respondent has requested oral argument. This request is hereby denied as the record, the pleadings, and the briefs adequately present the issues and the positions of the parties.

⁵ In its response to the order transferring the proceeding to the Board and Notice To Show Cause, Respondent contends that the order transferring the proceeding to the Board and Notice To Show Cause is void *ab initio* because it issued on December 17, 1981, and the Board's denial of the Respondent's request for review of the Regional Director's Supplemental Decision and Certification of Election in the underlying representation case did not issue until December 18. We find this contention to be without merit. The order and notice to which Respondent refers merely transferred and continued the proceeding before the Board. The Board did not consider this case until after Respondent's request for review was denied. We further note that Respondent presents no argument that it has been prejudiced by the fact that the Board denied its request for review 1 day after the order and notice issued in this case.

Respondent has also requested that the full Board reconsider the denial of respondent's request for review of the Regional Director's Supplemental Decision and Certification of Representative. This request is denied. It is the policy of the Board for the same panel which decided a case to pass upon it for reconsideration and for the full Board to consider such a motion only if the panel refers it to the full Board. *Florida Steel Corporation*, 224 NLRB 1033 (1976); *Enterprise Industrial Piping Company*, 118 NLRB 1 (1957).

⁶ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HYATT REGENCY NEW ORLEANS 1/
*Employer***

and

**UNITED LABOR UNIONS, LOCAL 100
*Petitioner***

Case No. 15-RC-6771

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. 2/
3. The labor organization involved claims to represent certain employees of the Employer. 3/

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: 4/

All full-time and regular part-time employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments 5/; excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations and security personnel 6/, professional employees, confidential employees 7/, guards 8/, and supervisors 9/ as defined in the Act.

DIRECTION OF ELECTION 10/

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately before the date below, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date and employees engaged in an economic strike which commenced more than 12 months before

the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by UNITED LABOR UNIONS, LOCAL 100.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of the statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1965); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, 2 copies of an election eligibility list, containing the names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned/Officer-in-Charge, Subregion, who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional Office, Suite 2700, Plaza Tower Building, 1001 Howard Avenue, New Orleans, Louisiana 70113, on or before June 2, 1981. No extension of time to file this list may be granted, nor shall the filing of a request for review operate to stay the filing of such list except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1717 Pennsylvania Avenue, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by June 8, 1981.

Dated May 26, 1981

at New Orleans, Louisiana

/s/ Fred A. Lewis

Regional Director, Region 15

FOOTNOTES

- 1/ The Employer's name appears as amended at the hearing.
- 2/ The parties stipulated, and I find, that the Employer, a California corporation with corporate offices located at 1338 Bay Shore Highway, Burlingame, California, operates a hotel in New Orleans, Louisiana (the only facility involved herein), where it provides food, lodging, and related hotel services to transient guests. During the past 12 months, a representative period, the Employer had gross revenues in excess of \$500,000 and purchased and received goods and materials valued in excess of \$50,000 directly from points located outside the State of Louisiana.
- 3/ At the hearing, the Employer refused to stipulate to Petitioner's status as a labor organization. The record establishes that Petitioner is an organization in which employees participate and which exists, in part, for the purpose of dealing with employers concerning wages, hours, and working conditions of employees. Based upon the foregoing, and the record as a whole, I find that Petitioner is a labor organization within the meaning of Section 2(5) of the Act. *N.L.R.B. v. Cabot Carbon Co.*, 360 U.S. 203 (1959).
- 4/ The Employer operates a chain of 58 hotels throughout the United States. The Employer's 27 story New Orleans facility is its 4th largest hotel facility and contains 1200 guest rooms, 3 restaurants, 2 lounges and various meeting rooms, exhibit halls and shops. Located on the first floor is a registration lobby consisting of front office, bell staff, and concierge departments. Adjacent to the front office are reservations and pbx departments. Situated behind the registration lobby in a non-public area of the hotel are the housekeeping, laundry/valet, engineering, purchasing, and employee cafeteria departments. The second floor serves as leased space for retail outlets in a shopping mall while the third floor is divided into restaurant, lounge, kitchen, storage, ballroom and exhibit

areas. The fourth floor houses the executive offices (accounting, sales, catering, public relations, and computer department) with additional rooms for group functions. The remaining floors are comprised of guest rooms and there is a restaurant and lounge located on the top level of the hotel. The hotel maintains full occupancy 8 to 9 months a year and caters primarily to convention clientele.

Administratively the hotel is divided into 9 divisions: food and beverage, rooms, convention services, engineering, accounting, sales, personnel, public relations, and security. Individual directors supervise the operations of each division and report to a general manager who in turn reports to a regional vice president. Food and beverage is the largest division employing over 500 employees in 9 departments: banquets, catering, room service, chef, Jonah's, Top of the Dome, Mint Julip, Courtyard and LeClub. Each of these departments is separately supervised. Food and beverage is responsible for the preparation and service of meals and beverages in the Employer's restaurants, lounges, guest-rooms and employee cafeteria. Rooms is the next largest division operating under the overall direction of an executive secretary and executive assistant manager. The Rooms Division employs about 378 employees in 7 departments: housekeeping, concierge, bell staff, laundry/valet, front office, reservations, and pbx. About 228 of these employees work in the housekeeping department which is responsible for cleaning the hotel lobby, front office, pbx, reservations, guest rooms and public corridor areas of the hotel. Convention services employs an unspecified number of employees and is responsible for setting up and arranging rooms for convention meetings. Engineering employs 33 employees and provides all maintenance services throughout the hotel including painting, carpentry, electrical, mechanical, and air conditioning repairs. Accounting is divided into data processing and purchasing departments and employs about 46 employees. This division purchases goods and materials for the hotel and provides routine accounting services. The remaining divisions (sales, public relations, personnel, and security) perform duties traditionally associated with their title descriptions and employ about 61 employees. There are approximately 1100 employees employed in Employer's overall operations.

The Employer and Petitioner disagree over the composition of the unit. The Employer contends that the only appropriate unit is one consisting of all full-time and regular part-time employees at its New Orleans facility excluding all professional employees, confidential employees, guards and supervisors as defined in the Act. The Employer contends that an all employee unit is the only appropriate unit because of the integration of operations, interchange between departments, and similarity of benefits enjoyed by all hotel employees. Petitioner argues that a smaller unit limited to housekeeping, and laundry/valet employees

constitutes an appropriate unit based upon the nature of their work and the lack of functional integration or transfer between these and other departmental employees. At the hearing, Petitioner, stated its willingness to proceed to an election in a larger unit if the record established the appropriateness of such a unit. In *John Hammonds and Roy Winegardner, Partners, d/b/a 77 Operating Company, d/b/a Holiday Inn Restaurant*, 160 NLRB 927, the Board overruled its policy (promulgated in *Arlington Hotel Company, Inc.*, 126 NLRB 400), of finding only overall units to be appropriate in the hotel industry. In *77 Operating Company, supra* at 930, the Board indicated that operations in every hotel were not so highly integrated nor employees so similar as to preclude the existence of a separate community of interest among smaller groupings of employees and held that it would thereafter "consider each case on the facts peculiar to it in order to decide wherein lies the true community of interest among particular employees." In *Hotel Equities, d/b/a The Regency Hyatt House*, 171 NLRB 1347, the Board reaffirmed its holding in *77 Operating Company, supra*, by stating (at 1348) that:

The Board's intention is to apply to the hotel industry the general criteria used for determining units in other industries and to make unit determinations after weighing all the factors present in each case, such as the distinctions in the skills and functions of particular employee groupings, their separate supervision, the employer's organizational structure, and differences in wages and hours.

In the instant case, I have considered all of the above factors and find, as stated herein and in more detail in unit placement footnotes 5 and 6, *infra*, that an appropriate unit is all full-time and regular part-time employees in the Employer's housekeeping, laundry/valet, concierge, and bell staff departments of the Rooms division excluding all front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations, and security personnel, professional employees, confidential employees, guards and supervisors as defined in the Act. In reaching this determination, I have taken into consideration the previous unit determination of September 9, 1977, in Case No. 15-RC-6147 wherein a larger unit consisting of all full-time and regular part-time banquet, beverage, concierge, convention services, engineering, housekeeping, kitchen, laundry/valet, pbx, restaurant, room service, service department, stadium club and steward employees were found to be appropriate. The record in the instant case includes voluminous Employer exhibits and a more extensive and complete description of the Employer's operations. Further, the record in the instant case, contrary to the record in Case No. 15-RC-6147 does not show frequent interchange or transfer between housekeeping, laundry/valet, concierge and bell staff and other departments. On the other hand, the

record herein does show a close functional integration between housekeeping, laundry/valet, concierge, and bell staff departments. As discussed in greater detail in footnote 5, *infra*, concierge and bell staff departments perform many of the same duties as housekeeping department employees warranting their inclusion in the unit. The parties also disagree concerning the placement of housekeeping floor supervisors (inspectresses). This issue is discussed in footnote 9, *infra*.

- 5/ The parties stipulated, and the record establishes, that there is a close functional integration between the housekeeping and the laundry/valet departments. Housekeeping comes under the immediate supervision of an executive housekeeper, assistant housekeeper, and several assistant housekeepers who report directly to an executive secretary and an assistant manager of the Rooms division. Reporting directly to the executive and assistant executive housekeepers are 15 hourly paid floor supervisors and an office coordinator. Besides the floor supervisors and office coordinator, housekeeping employs over 200 hourly paid employees in 7 classifications: night housekeeper, turn down people, floor maintenance personnel, caddy attendant, administrative assistant, housekeeper, and houseman. Housekeeping employs basically unskilled workers having limited work experience. While the Employer provides housekeeping and other departmental employees with a general orientation program at the time of hire and permits certain employees to attend training courses pertaining to other divisions (Hyatttrain courses) housekeeping employees, like other departmental employees, are trained almost exclusively within their respective departments by means of on-the-job training and mandatory monthly meetings. Housekeeping employees wear distinctive departmental uniforms and work 2 shifts: from 8 a.m. to 4 p.m. and 3 p.m. to 11:30 p.m. Housekeeping personnel are among the lowest paid hourly workers and receive only minimal compensation through guest tips.

The laundry/valet department is supervised by a manager and assistant manager and employs 42 hourly paid employees in 12 classifications: tailor seamstress; uniform issuer; dry cleaner; valet dispatcher; valet runner; valet checker/marker; washperson hand/shirt presser; linen attendant; linen issue attendant; washperson linen attendant supervisor; and head/lead washman. Laundry/valet personnel clean hotel linen and employee uniforms and provide routine valet service. They deliver linen to rooms on a daily basis which linen is used by housekeeping personnel in cleaning and preparing guests' rooms for occupancy. Laundry/valet employees have daily contact with housekeeping personnel. Like housekeeping personnel, they are basically unskilled employees and perform only simple manual tasks requiring limited training. Further, laundry/valet and housekeeping employees receive identical fringe benefits.

The concierge department operates under the supervision of a concierge manager and a Regency Club manager and employs 11 hourly paid employees. Concierge employees work in the hotel lobby and on the 27th floor where they have daily contact with housekeeping employees. Concierge personnel provide guests with information and arrange tours. They assist housekeeping employees by cleaning guest rooms on the 27th floor. Their cleaning duties include the emptying of trash cans, vacuuming rooms and removing food and beverage items delivered by room service.

The bell staff department is supervised by a bell staff director and employs 35 employees in 4 classifications: bell captain, door captain, bell service person, and bell service doorman. They work throughout the public areas of the hotel where they have daily contact with housekeeping and laundry/valet workers. In addition to performing routine bellman duties, bell staff personnel assist housekeeping personnel by cleaning their work areas and the hotel lobby. On occasion, they assist housekeeping personnel by relocating guest room furniture. When housekeeping personnel finish the evening shift, bell staff personnel perform housekeeping services by providing guests with towels, pillows and roll-away beds. Concierge and bell staff personnel work in many of the same areas of the hotel where housekeeping personnel perform their job functions and enjoy the same fringe benefits as housekeeping and laundry/valet employees. Based upon the similar nature of their duties, their close contact and functional integration with housekeeping personnel and the enjoyment of similar fringe benefits, I find that the concierge and bell staff personnel share a close community of interest with housekeeping personnel and accordingly include them in the unit.

- 6/ The Employer, contrary to Petitioner, contends that the appropriate unit should include front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations, and security personnel. The Employer argues, as it did in Case No. 15-RC-6147, that there exists substantial integration, interchange and transfer between all departments mandating only one overall appropriate unit. However, the record in the instant case does not support the Employer's contention for it shows no substantial integration, interchange or transfer between front office, pbx, reservations, food and beverage, convention services, engineering, accounting, sales, personnel, public relations, security and unit personnel. The front office, pbx, and reservations departments are separately supervised and perform work substantially different in nature from unit personnel. The front office operates under the supervision of a front office manager, assistant manager, and several front office supervisors. The front office employs about 33 employees in 4 classifications: front office credit manager, front of-

fice control agent, graveyard control clerk, and front office registration-ists. Front office personnel greet, register, and check out guests. They clean their own work areas and clean guest rooms when housekeeping is too busy or understaffed. However, the record shows that the cleaning of rooms by front office personnel occurs on an infrequent basis (four occasions over a recent two month period). The Employer's Executive Housekeeper could not testify as to the time spent cleaning rooms nor the number of rooms cleaned on these occasions. Pbx is supervised by a communications manager and several pbx supervisors. It employs 20 operators who are responsible for operating the hotel's sophisticated telephone communications system. On occasion they clean their own work area and relay maintenance requests from guests to housekeeping supervisory personnel. Reservations is supervised by a reservations manager, assistant reservations manager, and a reservations supervisor and employs 9 reservation clerks. Their duties involve the receiving and recording of hotel guest reservations. On occasion they clean their office area and prepare room forecasts which are used by housekeeping supervisors in assigning personnel to clean rooms. While the record shows that housekeeping employees check the status of rooms upon specific requests by the front office, maintain telephone directories in guest rooms, alert guests during emergencies, check color schemes and rearrange furniture in guest rooms upon request, I find that such work is incidental to and limited in nature and not closely allied with front office, pbx or reservation work to warrant the inclusion of the latter departments in the unit. The front office, pbx, and reservations departments, perform essentially office clerical functions as opposed to the manual duties provided by unit personnel.

The food and beverage division operates the hotel's restaurants, lounges, kitchens, banquet, catering, and room services departments. The food and beverage division is separately supervised by a director, assistant food and beverage director and an executive assistant manager with the assistance of the following supervisory personnel: (kitchen) executive chef, Courtyard chef, Courtyard floor chef, garde manager chef, sous chef, relief sous chef, Jonah's chef, pastry chef, assistant pastry chef, banquet chef, relief chef, executive steward, assistant steward, assistant executive steward; (restaurant and lounges) courtyard manager, assistant courtyard manager, Mint Julip Manager, Jonah's Manager, Jonah's assistant manager, Top of Dome Manager, assistant Top of Dome manager, Stadium Club manager, assistant Stadium Club manager, beverage manager, assistant beverage manager, beverage store-room manager, executive secretary, food and beverage controller, food and beverage cashier supervisor; (banquet) banquet manager, banquet supervisors; (catering) director of catering, assistant director of catering; (room service) manager and assistant manager.

The Employer employs about 500 employees in the food and beverage division in the following classifications: (kitchen) courtyard cook, kitchen secretary, kitchen cook, pantry/kitchen, vegetable cook, butcher, kitchen supervisor, night steward, general kitchen; (restaurant and lounges) bartender, barback, host/hostess, cocktail waiter/waitress, head busperson, busperson, pantry, cocktail server, line server, dishwasher, Stadium Club supervisor, storeroom attendant; (banquet) banquet captain, banquet cooks, banquet food server, busperson, cashiers, assistant banquet chefs; (catering) catering secretary, administrative assistant, secretary/catering manager; (room service) busperson, food servers, order takers. Like front office personnel, food and beverage employees have limited functional integration with unit personnel, they perform essentially different work, under separate supervision at greater rates of pay through compensation and tips than unit employees.

Convention services functions under the immediate supervision of a director of convention services, convention services coordinator, convention services supervisor and various floor supervisors. Convention services employs about 38 hourly paid employees in 7 classifications: assistant convention services supervisor, assistant head houseman, convention services secretary, diary control clerk, head houseperson, houseperson and secretary to director of convention services. Convention services personnel work 2 shifts from 7 a.m. - 3 p.m. and 3 p.m. - 11 p.m. during which time they book functions, set up meeting rooms, and pick up guest packages. On occasion convention services personnel move furniture within guest rooms and clean ballrooms and meeting rooms for convention functions. The record reveals only a limited degree of integration with unit employees.

Engineering is supervised by the director of engineering and an assistant director of engineering, building maintenance supervisor, and administrative assistant. Engineering employs approximately 33 hourly paid employees in 16 classifications: chief electrician; electrician; general maintenance; general maintenance utility; laundry mechanic; kitchen mechanic; refrigeration mechanic; key cutter; locksmith; operating engineer; lead painter; painter; lead carpenter; carpenter; administrative clerk; and evening engineer supervisor. Unlike unit employees, 27 out of the 33 maintenance personnel are skilled and semi-skilled employees making substantially higher hourly wages. While housekeeping personnel do perform minor preventive maintenance functions such as changing light bulbs, cleaning swimming pools, replacing vacuum cleaner drive belts, repairing laundry carts, and occasionally painting guest rooms during summer months when occupancy levels are low, it is clear from the record that engineering personnel perform essentially skilled work at substantially higher wage rates and under separate supervision from unit personnel. Moreover, unlike unit employees, engineering per-

sonnel are required to possess skills associated with their trades when hired.

Accounting works under the supervision of a director of accounting and 11 supervisory personnel: controller; assistant controller; data processing manager; director of purchasing; accounts receivable supervisor; credit manager; storeroom manager; accounts payable supervisor; receiving manager; payroll-supervisor; and assistant food and beverage cashier supervisor. Accounting employs about 20 employees in various clerk, bookkeeping, cashier, computer operator positions. Accounting has no close functional integration with unit employees.

Sales employs about 12 employees under the supervision of a director of sales, sales manager, sales representative, tour and travel manager, and assistant tour and travel manager. Personnel is supervised by the director of personnel, and a personnel manager. Public relations employs a public relations director and a public relations secretary. Security is supervised by the director of security who directs the work of a secretary, security supervisor, and house officer. Security employs about 35 security guards. The work performed by sales, personnel public relations and security is separately supervised and clearly vastly different in nature from unit work. The record reveals no close integration between these divisions and unit personnel.

In support of its argument for an overall unit, the Employer contends that substantial departmental transfers and daily contact between, and similarity of fringe benefits enjoyed by, all hourly paid divisional personnel mandates an overall unit finding. In regard to the Employer's claim of daily contact and similarity of job benefits, the record in this case shows that hourly paid employees are governed by the same personnel policy, rules of conduct, wage and salary review and grievance procedures. They receive the same hospitalization, vacation, holiday, leave, meal, education, and recreational fringe benefits. They are paid on the same day, receive report in and jury duty pay, and are required to use the same time clock, employee entrance and cafeteria. They also attend the same orientation programs and are permitted to take the same employer sponsored training courses related to hotel operations. As noted previously, however, these employees are separately trained and supervised and receive a wide range of compensation depending upon the nature of their job skills, duties, and contact with the public. While the record shows some contact between hourly paid divisional employees, it does not indicate the frequency or extent of this contact between all divisions. Where the record shows some functional integration between divisions as noted above, such integration is incidental and limited in nature due to size and specialization of services offered to guests by the Employer and does not warrant a finding that the only appropriate unit is an overall unit.

In regard to the claim of substantial transfers between departments the record does not support the Employer's contention. The Employer introduced Exhibits 16, 17 and 18 to substantiate this claim. Exhibit 16 shows permanent job changes of former employees from the opening of the hotel on August 2, 1976, through March 18, 1981. However, an examination of the 12 month period preceding the hearing reflects few, if any, permanent transfers into or out of the unit. During this period there were 55 permanent transfers overall. Only 8 of these transfers affected unit employees. Housekeeping had 7 transfers of which 3 were to positions outside the unit, concierge had 1 transfer to a position outside the unit and laundry/valet and bell staff experienced no transfers. Exhibit 17 shows permanent job changes of current employees during the period from August 2, 1976 through March 18, 1981. During the last twelve months, 57 affected unit employees and only 11 involved transfers out of the unit and 1 was a transfer into the unit from the food and beverage division. The rest of the transfers were within the unit. Exhibit 18 shows temporary job changes of employees from August 4, 1977 through March 18, 1981. During the 12 month period preceding the hearing there were 1068 documented temporary transfers of which only 15 involved transfers out of the unit. There were no transfers into the unit. From the foregoing, I conclude that Exhibits 16, 17 and 18 do not reflect any substantial degree of temporary or permanent transfers during the past twelve months. Rather on close examination the exhibits reveal that most of the transfers occurred within divisions and departments performing related services. In its brief the Employer emphasized the testimony of personnel director Andrew McCarney who estimated as many as 10,000 temporary but undocumented transfers of personnel outside their respective departments from the opening of the hotel until the present. This estimate was based upon an almost 100 percent yearly turnover of hourly personnel with 2 transfers per employee. McCarney estimated that 2000 of these transfers affected housekeeping since housekeeping employs about 20 percent of the Employer's work force. McCarney failed to indicate however which departments were involved or if any of these transfers required housekeeping personnel to work outside the unit. I conclude from the record that there is insufficient interchange between unit and non-unit employees to compel an overall unit finding. Accordingly, based upon the entire record, I find that the Employer's operations are not so highly integrated, nor are the job skills, supervision, and wage rates so similar as to establish a close community of interest between all hourly paid divisional employees warranting their inclusion in an overall unit. Rather, I find based upon the nature and functions of their jobs, separate supervision, different rates of pay, and methods of compensation (tips vs. straight hourly), lack of transfer and

integration that the front office, pbx, reservation, food and beverage, convention services, engineering, accounting, sales, personnel, public relations, and security personnel do not possess a close community of interest with unit employees and accordingly exclude them from the unit. *Dunfey Family Corporation d/b/a Sheraton Motor Inn*, 210 NLRB 790 (1974); *Lane Avenue Property, Ltd., d/b/a Ramada Inn West*, 225 NLRB 1279 (1976); *Anaheim Operating, Inc., d/b/a Sheraton-Anaheim Hotel*, 252 NLRB No. 134 (1980).

- 7/ The parties stipulated, and I find, that the individuals in the following positions assist and/or act in a confidential capacity to persons who formulate, determine, and effectuate management policy in the field of labor relations: employment representative, supervisor of training, benefit specialist, employee relations specialists, record specialist, executive secretary (food and beverage), executive secretary (rooms), executive secretary to the general manager, and secretary (director of security). Accordingly, I exclude the individuals in the foregoing jobs from the unit as confidential employees.
- 8/ The parties stipulated, and I find, that the security supervisor, house officer (security) and security guards are guards within the meaning of Section 9(b)(3) of the Act. Accordingly, they are excluded from the unit as guards.
- 9/ Petitioner, contrary to the Employer, would exclude from the unit 15 day and night floor supervisors (inspectresses) on the basis that said employees are supervisors within the meaning of Section 2(11) of the Act. The record establishes that the Employer employs 13 day and 2 night floor supervisors. These floor supervisors are hourly paid and punch a time clock, but are paid 20 percent more than other housekeeping personnel. They are responsible for checking guests' rooms to insure that housekeeping employees have properly cleaned and prepared the rooms for occupancy. When deficiencies are discovered, the floor supervisors have and exercise, the authority to require housekeeping personnel to correct said deficiencies. On occasion, the floor supervisors clean rooms when there is a shortage of housekeeping employees. They possess the authority to make work assignments and to send employees home when there is not sufficient work available. While floor supervisors have no authority to hire or fire employees, they clearly do have the authority to resolve minor disciplinary problems and to effectively recommend the issuance of warnings. On occasion they issue warnings and are generally regarded by housekeeping personnel as supervisors. Based upon the entire record and in particular the possession by floor supervisors of authority to assign work, send employees home, and effectively recommend employee discipline, I find that they are supervisors within the

meaning of Section 2(11) of the Act. Accordingly, I exclude them from the unit.

During the hearing, the Employer contended that the house department office coordinator, the linen attendant supervisor, and the lead washman should be included in the unit as non-supervisory employees performing unit work. Petitioner took no position on their inclusion or exclusion from the unit. The record reveals no evidence showing the possession of supervisory responsibilities by these individuals but rather shows that they perform unit work under similar working conditions as other unit personnel. The office coordinator is responsible for preparing and giving to various housekeeping personnel a list of rooms to be cleaned. The office coordinator relays messages from other departments concerning the arrangement and cleaning of guests' rooms. On occasion when personnel shortages occur, the office coordinator assists housekeeping employees in cleaning rooms. The linen attendant supervisor functions as a lead person and is responsible for handing out or issuing linen. The head washman is responsible for cleaning hotel linen. Based upon the foregoing, I find that the foregoing individuals are not supervisors. Further, based upon the nature of their duties, as well as the similarity in supervision and fringe benefits, I find that the office coordinator, linen attendant supervisor and lead washman possess a close community of interest with unit employees. Accordingly, I include them in the unit.

The parties stipulated, and I find, that the following individuals possess the authority to responsibly direct employees and are supervisors within the meaning of Section 2(11) of the Act: Pastry Chef; Assistant Food & Beverage Director; Public Relations Director; Data Processing Manager; Mint Julip Manager; Assistant Stadium Club Manager; Audio Visual Manager; Assistant Top of the Dome Manager; Beverage Manager; Assistant Controller; Personnel Manager; Payroll Supervisor/Accounting; Accounts Receivable Supervisor; Food & Beverage Cashier Supervisor; Food & Beverage Controller/ Assistant Laundry/Valet Manager; Room Service Manager; Assistant Director of Engineering; Banquet Chef/Kitchen; Assistant Housekeeper; Front Office Supervisor/A.M.; Sales Manager; Assistant Reservations Manager; Sales Representative; Assistant Director of Catering; Courtyard Chef/Kitchen; Courtyard Floor Chef/P.M./Kitchen; Building Maintenance Supervisor/Engineering; Garde Manager Chef/Kitchen; Assistant Courtyard Manager; Assistant Manager/Rooms; Sous Chef/Kitchen; PBX Supervisor/P.M.; Convention Service Coordinator; Jonah's Chef/P.M.; PBX Supervisor/A.M.; Assistant Steward; Executive Steward; Assistant Executive Steward; Executive Housekeeper; Stadium Club Manager; Relief Chef/Kitchen; Top of the Dome Manager; Credit Manager/Accounting; Jonah's Manager; Director of Security;

Communications Manager/PBX; Assistant Tour & Travel Manager/Sales; Tour & Travel Manager/Sales; Courtyard Manager; Assistant Pastry Chef/Kitchen; Assistant Room Service Manager; Banquet Manager; Assistant Front Office Manager; Director of Convention Services; Concierge Manager; Assistant Food & Beverage Cashier Supervisor/Accounting; Convention Services Supervisor; Front Office Manager; Floor Supervisor/Convention Services; Laundry/Valet Manager; Director of Purchasing; Relief Sous Chef/Kitchen; Storeroom Manager/Purchasing; Reservations Manager; Assistant Beverage Manager; Director of Guest Services; Reservations Supervisor; Receiving Manager/Purchasing; Jonah's Assistant Manager; Regency Club Manager/Concierge; Executive Chef; Director of Catering; General Manager; Director of Sales; Director of Personnel; Controller; Director of Engineering; Executive Assistant Manager/Rooms; Executive Assistant Manager/Food & Beverage; Front Office Supervisor/P.M.; Beverage Storeroom Manager; Audio Visual Assistant Manager; Secretary/Controller; Management Trainee; and Administrative Assistant/Engineering. Accordingly, I exclude the individuals in the foregoing job classifications from the unit as supervisors.

- 10/ Although the unit found to be appropriate herein is larger than the unit petitioned for, the Petitioner has expressed a willingness to proceed to an election in a larger unit, and as I am administratively satisfied that Petitioner has an adequate showing of interest in the unit found appropriate, I direct the election.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HYATT CORPORATION, d/b/a
HYATT REGENCY NEW ORLEANS 1/
*Employer***

and

**HOTEL, MOTEL AND RESTAURANT
EMPLOYEES UNION, LOCAL 166, AFL-CIO**

and

**THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 226, AFL-CIO
*Petitioners***

Case No. 15-RC-6147

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert

jurisdiction herein. 2/

3. The labor organizations involved claim to represent certain employees of the Employer. 3/

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: 4/

All full-time and regular part-time employees, including banquet, beverage, concierge, convention services, engineering, housekeeping, kitchen, laundry/valet, PBX, restaurant, room service, service department, stadium club, and steward employees; excluding all accounting 5/, front office, reservation, computer 6/, purchasing 7/, sales 8/, secretarial employees 9/, professional employees, guards, and supervisors 10/ as defined in the Act.

DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the units found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations 11/. Eligible to vote are those in the units who were employed during the payroll period ending immediately before the date below, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged

for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by HOTEL, MOTEL AND RESTAURANT EMPLOYEES UNION, LOCAL 166, AFL-CIO AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 226, AFL-CIO.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of the statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1965); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, 3 copies of an election eligibility list, containing the names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned/Officer-in-Charge, Subregion, who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional Office, Suite 2700, Plaza Tower Building, 1001 Howard Avenue, New Orleans, Louisiana 70113, on or before September 16, 1977. No extension of time to file this list may be granted, nor shall the filing of a request for review operate to stay the filing of such list except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1717 Pennsylvania Avenue, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by September 22, 1977.

Dated September 9, 1977

at New Orleans, Louisiana

/s/ Charles M. Paschal, Jr.
Regional Director, Region 15

FOOTNOTES

- 1/ The name of the Employer appears as corrected at the hearing.
- 2/ The Employer, a California corporation with corporate offices located at 1338 Bay Shore Highway, Burlingame, California, operates a hotel in New Orleans, Louisiana (the only facility involved herein), where it provides food, lodging, and related hotel services to transient guests. During the past 12 months, a representative period, the Employer had gross revenues in excess of \$500,000 and purchased and received goods and materials valued in excess of \$50,000 directly from points located outside the State of Louisiana.
- 3/ The parties stipulated, and I find, that Petitioners are labor organizations within the meaning of the Act.
- 4/ The record reveals that the facility involved herein is the largest hotel in Employer's chain of 53 domestic and 24 international hotels and caters almost exclusively to convention and group functions. The hotel is open

on a 24-hour, 365-day basis and employs a total of about 950 employees. The 27-floor hotel houses 1,250 guest rooms, 5 food and beverage outlets, a grand ballroom, and numerous meeting rooms. Located at the entrance to the hotel on the first floor is a registration lobby, consisting of a front office, bell staff, concierge department and parking garage. Situated behind the registration lobby in the back of the hotel are the housekeeping, laundry/valet, engineering, and purchasing departments, together with an employee cafeteria. The second floor serves as leased space for various retail outlets while the third floor is used for restaurant, kitchen, and storage areas. The fourth floor houses the executive offices (accounting, sales, catering, convention, public relations, and computer departments) and rooms for group functions. The remaining floors serve as guest rooms with a restaurant and lounge located on the top level of the hotel.

Overall supervision of the hotel is vested in a general manager (Thomas R. Gaskill) and two executive assistant managers in charge of food and beverage and room services. Reporting to the general manager are the seven directors who supervise the seven separate divisions within the hotel: *Accounting* (Thomas DeLatte); *Food and Beverage* (Sal Casola); *Engineering* (Art Delaut); *Personnel* (Rebecca Shropshire); *Rooms* (John Orr); *Sales* (Jim Evans); and *Security* (Joe Murry). Within these seven divisions are a total of 23 departments. The two largest divisions (*Food and Beverage* and *Rooms*) include the following departments: *Food and Beverage* (banquet, beverage, catering, courtyard, Jonah's Restaurant, kitchen, Le Club, Mint Julip, purchasing, Stadium Club, and Vendome); *Rooms* (bell staff, concierge, front office, housekeeping, laundry/valet, NCR host, PBX, reservations).

The parties agree that the unit should include all full-time and regular part-time employees working 20 hours or more per week within the following hotel departments:

Banquet (banquet waiters); *Beverage* (bartenders, barbacks); *Concierge* (concierge persons); *Convention Services* (set-up houseman); *Engineering* (operating engineers, carpenter, electrician, painter, locksmith, shift engineer, general maintenance, night cleaners, kitchen mechanic, laundry mechanic, audio visual, horticulturist, gardener, plumber, refrigeration/air-conditioning mechanic); *Housekeeping* (day houseman, night houseman, housekeepers); *Kitchen* (head butcher, pantry person, pastry cook, assistant pastry cook, cooks, assistant cooks, oyster shucker); *Laundry/Valet* (washperson, linen attendant, presser, seamstress, marker/checker, runner, dry cleaner); *PBX* (operator, mail and information clerk); *Restaurant* (waitress, waiter, busperson, cocktail waitress/waiter,

hostess, host, sommelier, expeditor); *Room Service* (order taker, waiters); *Service Department* (bellperson, doorman); and *Stadium Club* (attendants, carver).

In addition to the agreement of the parties, the record shows frequent interchange and transfer within the above classifications with employees within these classifications being paid on an hourly basis, receiving the same fringe benefits, and performing related guest services (i.e., the preparation and service of food and beverages and the maintenance of guest rooms). Accordingly, I shall include employees within the aforementioned classifications in the unit.

Petitioners, contrary to the Employer, seek to exclude from the unit all accounting, front office, reservation, computer, purchasing, sales, and secretarial employees on the ground that these employees lack a sufficient community of interest with manual employees referred to above to be included within the same unit. The Employer contends that an all-employee unit is the only appropriate unit because of the integration of its operations and the interchange within job classifications. In *John Hammonds and Roy Winegardner, Partners, d/b/a 77 Operating Company, d/b/a Holiday Inn Restaurant*, 160 NLRB 927, the Board overruled its policy (promulgated in *Arlington Hotel Company, Inc.*, 126 NLRB 400), of finding only overall units to be appropriate in the hotel industry. In *77 Operating Company, supra* at 930, the Board indicated that operations in every hotel were not so highly integrated nor employees so similar as to preclude the existence of a separate community of interest among smaller grouping of employees and held that it would thereafter "consider each case on the facts peculiar to it in order to decide wherein lies the true community of interest among particular employees." In *Hotel Equities, d/b/a The Regency Hyatt House*, 171 NLRB 1347, the Board reaffirmed its holding in *77 Operating Company, supra*, by stating (at 1348) that:

The Board's intention is to apply to the hotel industry the general criteria used for determining units in other industries and to make unit determinations after weighing all the factors present in each case, such as the distinctions in the skills and functions of particular employee groupings, their separate supervision, the employer's organizational structure, and differences in wages and hours.

In the present case, I have weighed and balanced all the above factors and find as stated herein (and in more detail in the unit placement footnotes to follow) that the unit of manual employees sought by Petitioners (and upon which the parties agree as to composition) is an appropriate unit, notwithstanding the presence of some limited functional integration (in terms of promotions from within and cross-training of employ-

ees) between the predominantly salaried hotel clerical employees excluded herein and the unit of hourly manual employees found to constitute an appropriate unit.

As noted hereinabove, unit placement issues upon which the parties differ are resolved in the footnotes to follow.

- 5/ Petitioners, contrary to the Employer, seek to exclude *accounting division employees* from the unit. The accounting division is supervised by a comptroller with the assistance of an assistant comptroller, credit manager and cashier supervisor, who the parties agree and the record reflects should be, and are, excluded from the unit. The remaining staff consists of accounts payable and accounts receivable clerks, an income auditor, general cashier, food and beverage cashiers, and secretaries. The clerks perform routine accounting work and the income auditor is responsible for the auditing of all hotel revenues. The general cashiers handle monies received and make bank deposits. The food and beverage cashiers collect cash receipts from the various food and beverage outlets and are supervised by the Accounting and Food and Beverage Directors, with the Food and Beverage Director supervising the physical scheduling and handling of food and beverage checks. The remaining duties of the cashiers are regulated by the Accounting Director and his assistants. The secretaries perform routine office clerical work, including typing, filing, answering telephones, and making appointments. The Employer contends that accounting employees should be included within the unit because of their interchange with other unit employees. The record, including the exhibits introduced by the Employer, do not support this contention. Employer's exhibits (1, 2, and 3), indicating transfers and interchange of employees between departments for the period from August 2, 1976, until July 25, 1977, show only one employee transfer outside the accounting division, no interchange of accounting employees with unit employees, and only four instances within the accounting division where employees interchanged or transferred jobs. The record reflects that the secretaries rarely perform unit work except to assist in emergency situations or to supplement income by assisting at banquets at the end of their workday. Accordingly, because of the lack of interchange and/or transfer of accounting employees with unit employees, the difference in supervision and work performed, I find that the accounting employees lack a sufficient community of interest to warrant their inclusion in the unit. Accordingly, I shall exclude them from the unit.

- 6/ Petitioners, contrary to the Employer, seek to exclude from the unit employees in the following departments within the rooms division (*front office, reservations, and computer operation—NCR hosts*). The front

office staff is comprised of room clerks and cashiers under the immediate supervision of a manager and four assistant managers. The room clerks greet, register, and check out guests, handle incoming mail, and adjust guest complaints. Once a week the room clerks make a physical inspection of about 20 guest rooms and, on occasion, assist in the concierge department bell stand or in the operation of the hotel's automatic elevators. The room clerks are cross-trained as cashiers and work primarily behind a counter in the hotel lobby. The reservations staff consists of reservation clerks who are supervised by a manager and assistant manager. Their primary duties involve the receiving and recording of reservations. Reservation clerks are cross-trained to perform desk clerk duties. The computer or NCR host department consists of a programmer and two computer operators who are supervised by a department manager. The work of the programmer and computer operators appears to be of a technical nature and far different from the manual work performed by unit employees. Employer's exhibits (1, 2, and 3) indicate no interchange or transfer of personnel into or out of the reservations or computer departments and show only 8 instances of transfers by front office employees into departments within the unit with 5 of these transfers appearing as promotions to supervisory positions in unit departments. While the testimony of the Employer's witnesses shows that front office employees have assisted at the bell stand, operated elevators, and aided in the concierge department, these instances appear to be infrequent and for short periods of time. Based upon the difference in supervision and nature of work performed together with the lack of significant interchange or transfers between front office, reservations, computer and unit personnel, I find that front office, reservations and computer department employees do not share a sufficient community of interest with unit employees to warrant their inclusion in the unit. Accordingly, I shall exclude them from the unit.

- 7/ Petitioners, contrary to the Employer, seek to exclude *purchasing department employees* from the unit. The purchasing department is comprised of a director or purchasing agent, storeroom manager, assistant purchasing agent, secretary, and storeroom and receiving clerks. The purchasing agent is responsible for the buying, pricing, and requisitioning of hotel supplies and for the overall supervision of the department. The purchasing agent and storeroom manager are, by agreement of the parties and the record herein, excluded from the unit. The secretary types requisitions and performs routine office-clerical functions. The clerks are responsible for the proper requisitioning and storage of supplies; they work on the ground floor in the back of the hotel between the loading dock and the hotel's housekeeping, laundry, and engineering departments. The record reveals no instances of interchange or transfer of purchasing department employees with unit personnel. Accordingly,

based upon the lack of interchange and transfer between purchasing department employees and unit employees and the difference in supervision and job duties, I find that the purchasing department employees lack a sufficient community of interest with unit employees to warrant their inclusion in the unit. Accordingly, I shall exclude them from the unit.

- 8/ Petitioners, contrary to the Employer, seek to exclude *sales department employees* from the unit. The sales department consists of a director, five sales managers, an executive secretary, five secretaries, a receptionist, and several file clerks. The director is in charge of the entire department and, in accordance with the agreement of the parties and the record herein, is, together with the sales managers and executive secretary excluded from the unit. The secretaries work directly for the sales managers and perform typing, filing and other routine office clerical duties. The receptionist meets and greets those who do business with or have occasion to visit the sales office. The file clerk types and files correspondence and answers the telephone. The record reveals no instances of transfer between sales department employees and unit personnel; interchange between sales and unit personnel is limited to assistance during emergency situations and at after-hours banquets. Based upon the lack of significant interchange, the absence of any transfers with unit personnel, and the difference in supervision and job functions, I find that the sales department employees do not share a sufficient community of interest with unit employees to warrant their inclusion in the unit. Accordingly, I shall exclude them from the unit.
- 9/ Petitioners, contrary to the Employer, seek to exclude from the unit secretarial employees within the beverage, catering, convention services, and housekeeping departments. The record reflects that these secretarial employees are salaried and perform traditional office clerical functions (i.e., filing, typing, answering telephones and making reservations and appointments). In addition, the housekeeping secretary spends the majority of her day preparing the housekeeping payroll. The convention secretary is responsible for taking instruction and promotion data (indicating daily and weekly group functions) to the various departments. The record reveals no instances of transfer between these secretarial employees and unit personnel; interchange between these secretarial employees and unit personnel is limited to assistance of an infrequent nature in emergency situations and at after-hour banquets. In view of the lack of transfer or significant interchange with unit employees and the distinct nature of their clerical functions, I find that these secretarial employees are essentially office clerical employees who lack a sufficient community of interest with unit employees to warrant their inclusion in the unit. Accordingly, I shall exclude the secretaries in the beverage, catering,

convention services, and housekeeping departments from the unit.

- 10/ Based upon the agreement of the parties and the record herein, I shall exclude the following individuals from the unit:

Accounting (Comptroller, Assistant Comptroller, Executive Secretary, Credit Manager, Payroll Supervisor, Cashier Supervisor);

Beverage (Beverage Manager, Storeroom Manager, Assistant Beverage Managers);

Casual (Manager, Captain);

Catering (Director, Manager, Assistant Director);

Convention Services (Manager, Assistant Manager, Coordinator, Assistant Head Set-up);

Executive Office (General Manager, Executive Secretary);

Front Office (Executive Assistant Manager, Assistant Manager, Front Office Manager, Assistant Front Office Manager, Front Office Supervisor, Executive Secretary, Reservations Manager, Reservations Assistant Manager);

Food and Beverage (Food and Beverage Director, Assistant Food and Beverage Director, Executive Secretary);

Housekeeping (Executive Housekeeper, Assistant Housekeepers, Floor Supervisors);

Kitchen (Floor Chef, Night Floor Chef, Garden Manager, Swing Chef, Executive Chef, Pastry Chef, Banquet Chef, Sous Chef);

Laundry/Valet (Manager—laundry, Manager—valet);

PBX (Manager);

Personnel (Director, Assistant, Secretary, Applicant Controller, Benefits Supervisor);

Public Relations (Director, Secretary);

Purchasing (Purchasing Agent, Storeroom Manager);

Restaurant (Manager, Assistant Manager);

Room Service (Manager, Assistant Manager);

Rooms (Management Trainees, Concierge Manager, Regency Club Manager);

Sales (Director, Sales Managers, Executive Secretary);

Security (Director, Assistant, House Officer, Guard, Secretary);

Service Department (Bell Captain, Manager of Guest Service); and

Stadium Club (Manager, Supervisor).

- 11/ At the initial hearing in this matter (conducted August 2, 1977), Petitioners requested that the undersigned direct an election within 60 days of the filing of the instant petition (on July 12, 1977) regardless of the unit determinations made herein or any request for review filed in connection therewith. By agreement of the parties, the hearing, which commenced on August 2, 1977, did not resume until August 15, 1977. Following the close of the hearing on August 16, 1977, Petitioners and Employer each received extensions of time within which to file briefs in this matter, said briefs being received on September 6, 1977. In Petitioner's posthearing brief, Petitioners modified their position to merely request that "an election be scheduled at the earliest possible date regardless of any request for review addressed to the Board." The election herein will be conducted at the time and place set forth in the Notice of Election to be issued subsequently, subject to the Board's Rules and Regulations, including, but not limited to, the right of any party to request review of this Decision. The Board's August 15, 1977, revision of Section 102.67 of the Rules and Regulations (cited by Petitioners) provides only that elections will be conducted as scheduled without regard to any challenges to the Regional Director's rulings and that, except in specific review cases where the Board decides that conducting the election on the scheduled date would not be appropriate or practical because of the issues involved, the ballots of the employee voters will be impounded. Accordingly, the election will be directed as outlined herein and in accordance with the Board's Rules and Regulations to insure that the question concerning representation is properly resolved as expeditiously as possible and with due regard to the rights of all parties.

Hotel Equities, D/b/a The Regency Hyatt House and Hotel and Restaurant Employees and Bartenders Union, Local 151, affiliated with Hotel and Restaurant Employees and Bartenders International Union, AFL-CIO, *Petitioner*. Case 10-RC-7169

June 13, 1968

DECISION ON REVIEW

**BY CHAIRMAN McCULLOCH AND MEMBERS
FANNING, BROWN, AND ZAGORIA**

On November 15, 1967, the Acting Regional Director for Region 10 issued a Decision and Direction of Election in the above-entitled proceeding in which he found appropriate a hotelwide unit of employees. Thereafter, the *Petitioner*, in accordance with Section 102.67 of the National Labor Relations Board's Rules and Regulations, Series 8, as amended, filed with the National Labor Relations Board a timely request for review of such Decision and Direction of Election contending that the Acting Regional Director erred in including clerical employees. The Employer also filed a timely request for review with respect to other findings made by the Acting Regional Director. *Petitioner* filed a statement in opposition to the Employer's request for review.

The Board by telegraphic order dated December 11, 1967, granted the *Petitioner's* request for review but denied the Employer's. Thereafter, the parties filed briefs on review.

The Board has considered the entire record in this case with respect to the issues under review, including the briefs of the parties, and makes the following findings:

The *Petitioner* seeks a unit of all hotel employees, excluding office clerical, front office, sales department, auditing departmental personnel, and certain other clerical employees. The Acting Regional Director, in accord with the position of the

Employer, found that a hotelwide unit including these groupings is appropriate. Petitioner argues on review that the Employees in these groupings, whose duties are clerical in nature, should be excluded from the unit because their interests are different from those of the other employees whom Petitioner seeks to represent. For reasons set forth below, we find in essential agreement with the Petitioner that the employees in these clerical groupings may be excluded.¹

The Regency Hyatt House is a luxury hotel in Atlanta, Georgia.² The hotel began operations on May 1, 1967, and there is no history of collective bargaining. As noted, the hotel employs several classifications of clerical employees in the front office, sales department, accounting department, and catering office and certain miscellaneous clerical employees, principally secretaries to hotel executives.

The *front office* has its own manager and is located in the hotel lobby behind a long counter which runs half the length of the building. The staff of the front office includes room clerks, reservation clerks, mail and information clerks, front office cashiers, status clerks, and the shipping and receiving clerk. The room clerks assign rooms to guests and take care of requests for numerous hotel services. The reservation clerks, as their title indicates, make room reservations and assist the room clerks when the latter are busy. The mail and information clerks insure delivery of the mail and messages to guests at the hotel; they also assist the room and reservations clerks when the hotel is short handed. The front office cashiers handle collections of money for guests for all charges incurred at the hotel. The status clerks maintain the status board which contains certain information about each guest such as his room number, the day he checked in, etc. There is also a shipping and receiving clerk who accepts and sends out packages for the guests.

The accounting department: The comptroller of the hotel is in charge of the accounting department which includes both a data processing group and an audit group. The data proc-

essing personnel keep track of all guest billing at the hotel on the basis of IBM cards completed by and forwarded from each of the hotel departments where expenses would be incurred as well as the room rent. The audit group includes accounting clerks, payroll clerks, and a general cashier. The accounting clerks audit cash register readings and tapes, assist in the taking of inventories, receive bills for hotel supplies, fill in as cashiers at hotel banquets and similar functions, and, with the assistance of the payroll clerks, prepare the payrolls for all departments. The general cashier is the hotel's "banker," and all hotel cashiers submit their receipts to her.

The *sales department* is located in an open area called the lobby promenade, and the function of this department is to sell the facilities of the hotel for conventions and meetings. Its clerical staff includes three secretaries and a file clerk who perform stenographic and recordkeeping services for the salesmen who frequently work away from the hotel bidding on conventions.

The *catering department* is on the same level as the sales department and is right next to it. The staff of this department includes a secretary, a receptionist, a convention coordinator, three banquet representatives, a Frieden machine operator, and a payroll clerk. The convention coordinator verifies arrangements for room and food service for conventions. The banquet representatives arrange for the room and the menu for banquets held at the hotel. The other employees of the sales department staff perform the duties indicated by their titles.

There also appear to be a number of *miscellaneous clerical* employees at the hotel, most of whom are secretaries to various hotel executives.

The unit which Petitioner seeks and which would exclude the foregoing groupings of clerical employees consists of all the hotel's manual operating personnel such as doormen, bellmen, waiters, waitresses, bartenders, cooks, cleaning personnel, and maintenance men.

In finding an overall unit, the Acting Regional Director concluded that the only appropriate unit of hotel operating personnel must include all such personnel—both clerical and manual. We disagree.

Until its recent decision in *John Hammonds and Roy Winegardner, Partners, d/b/a 77 Operating Company, d/b/a Holiday Inn Restaurant*, 160 NLRB 927, the Board's policy for the hotel industry, as promulgated in *Arlington Hotel Company, Inc.*, 126 NLRB 400, was to find, as the Regional Director did here, only overall units to be appropriate. However, in *Holiday Inn* the Board overruled *Arlington*, noting that its experience had indicated that the operations of every hotel were not so highly integrated nor all employees so similar as to negate the existence of a separate community of interest among smaller groupings. The Board therefore held that it would "[t]hereafter consider each case on the facts peculiar to it in order to decide wherein lies the true community of interest among particular employees"³ of a hotel. Stated otherwise, the Board's intention is to apply to the hotel industry the general criteria used for determining units in other industries and to make unit determinations after weighing all the factors present in each case, such as the distinctions in the skills and functions of particular employee groupings, their separate supervision, the employer's organizational structure, and differences in wages and hours.

In reaching his determination to include the clerical employees, the Acting Regional Director was not unmindful that the Board in *Holiday Inn* had overruled its *Arlington* policy of normally finding overall hotel units to be appropriate, but he observed that there was no indication in *Holiday Inn* that the Board had reversed a subsidiary policy which had also been announced in *Arlington*, not to exclude hotel clerical classifications as office clerical employees. The Acting Regional Director noted that the Board in *Arlington* had specifically held that hotel clerks may not be characterized "office clerical" employees in the same fashion as the Board utilizes such terminology in an industrial context but are rather—like the doormen, bell-

men, waiters, etc.—a hotel's operating employees. The Acting Regional Director therefore reasoned that since the clerical force and the doormen, bellmen, waiters, etc., i.e., the manual force, may all generically be described as "operating employees," the only appropriate unit of such employees must include both groups together.

While the Board in *Holiday Inn* did not reverse its policy of treating hotel clerical personnel as operating employees, the Acting Regional Director's reasoning is nevertheless contrary to the basic principle of *Holiday Inn*. For, as previously mentioned, under *Holiday Inn* the Board will apply to hotel operations its general unit criteria; that is, weigh and balance all factors in arriving at a unit determination. While this new decisional approach to hotel unit questions does not do away with the Board's policy to treat clerical employees as "operating personnel," it nevertheless relegates that generic classification to the status of just *one factor* among many others—which the Board will consider in making hotel unit findings. And a generic classification may not be the controlling factor any more than it would be controlling in the determination of an industrial unit. That is, drawing the analogy to a manufacturing plant, the mere fact that certain craftsmen might generally be denominated as production and maintenance employees would not by itself defeat a petition to represent them in a craft unit excluding other production and maintenance personnel.⁴

Although they share the same generic classification and notwithstanding the fact that there is a functional relationship between the hotel clerical employees and the manual employees sufficient to find an overall unit to be appropriate, if such had been requested, there are other factors here present which support the view that the manual employees possess a separate community of interest warranting their establishment as a separate bargaining unit. The record readily shows many differences between the two groups of employees. Thus, the manual employees are hourly paid, whereas the clerical employees are salaried. Manual operating employees have their own imme-

ciate supervisors who are different from the supervisors of the various clerical sections. The manual employees, such as maids, waiters, waitresses, bellmen, and doormen, wear uniforms or work apparel which is different from the street or business dress of the clerical force.⁵ The duties and functions of the manual employees consist of various physical services such as preparing or serving food or beverages, carrying luggage, opening doors, cleaning rooms, and other maintenance duties, whereas the duties of the various clerks, accounting employees, and secretaries are primarily clerical in nature. Further, it appears that, in a number of instances, front office clerks are required to give routine directions to manual employees which the latter are expected to follow. The typical case is that of the room clerk summoning a bellman to carry luggage. Front office clerks also receive from the hotel guests various requests for hotel services which these clerks relay to the appropriate department. Finally, there appears to be little, if any, interchange between the clerks and the manual employees.

These differences in the nature of their respective duties and in their respective conditions of employment graphically illustrate that the manual operating employees sought are the Employer's "blue collar" force and that the clerical personnel constitute its "white collar force."⁶ Upon consideration of the entire record and consistent with our policy in the analogous area of apartment house units—where we have granted separate units of "blue collar" employees⁷—we are satisfied that the requested unit of the Employer's manual operating personnel excluding clerical employees is appropriate.⁸ Specifically, the unit we find appropriate for the purposes of collective bargaining is as follows:

All full-time and regular part-time employees of the Employer at the Regency Hyatt House in Atlanta, Georgia, including telephone department employees, elevator hostesses, the life-guard, Hyatt hostesses, Polaris hostesses, banquet waiters, banquet housemen, assistant garage manager and other garage employees, and the lady in charge of the linen room, but excluding

front office employees, office clerical employees, secretaries to executives, sales department employees, the convention coordinator, and other catering department clerical employees, accounting department employees, personnel department employees, professional employees, security department employees and all other guards, general manager, resident manager, executive manager, personnel director, floor assistant managers (or assistant managers), front office manager, reservations manager, director of guest relations, controller, general auditor, interior auditor, head of the data processing section, chief telephone operator, chief security officer, building superintendent (maintenance department chief engineer), director of sales, sales manager, corporate sales manager, superintendent of service, garage manager, valet manager, executive housekeeper, assistant executive housekeeper, head housekeeper, Clarence Robinzine, catering manager, executive chef, soup chefs, head pastry chef, head butchers, the individual in charge of the employees' cafeteria, executive steward, assistant chief steward, assistant chef in the Kobenhavn Kafe, beverage manager, assistant beverage manager, manager of Kobenhavn Kafe, managers or maitre d's of the Hugo Room, the Polaris Restaurant and the Club Atlantis, Kobenhavn shift supervisors, head hostess in Polaris restaurant, banquet manager, assistant banquet manager, banquet steward, head banquet houseman, banquet captains, room service manager, and all other supervisors as defined in the Act.

Accordingly, the case is remanded to the Regional Director for Region 10 for the purpose of conducting an election pursuant to his Decision and Direction of Election, as modified herein, except that the payroll period for determining eligibility shall be that immediately preceding the date below.⁹

FOOTNOTES

¹Over the objection of the Petitioner the Acting Regional Director also included in the unit PBX (telephone) operators, and certain guest relations department employees (principally hostesses and the lifeguard). As Petitioner has not sought review of their unit placement, that issue is not before us for consideration.

²The Employer's hotel contains some 800 rooms and has a completely open lobby area rising some 22 stories from the lobby level. There are a "sidewalk" cafe, the "Kobenhavn," and two cocktail lounges, the "Kobenhavn Lounge" and the "Parasol Lounge," in the main lobby, with all these facilities open and exposed to the public areas of the lobby. At the next lower level are a supper club (the "Club Atlantis") and a specialty or gourmet restaurant called "Hugo's." Also at this level is the swimming pool and a number of banquet rooms. "Polaris," another food and beverage facility, is located at the top of the building.

³*John Hammonds and Roy Winegardner, Partners, d/b/a 77 Operating Company, d/b/a Holiday Inn Restaurant, supra, 930.*

⁴See, e.g., *E.I. Dupont de Nemours and Company*, 162 NLRB 413.

⁵The front desk clerks wear jackets supplied by the Employer, but these are apparently blazer style and are not uniform coats.

⁶Moreover, notwithstanding the inflexible rule sought to be established in *Arlington*, the Board impliedly recognized, in that decision itself as well as in subsequent decisions, that differences exist between clerical employees and manual operating personnel and that the latter group has a separate community of interest. Thus, the Board has permitted the exclusion of the hotel clerical employees from an otherwise overall unit, where the parties agreed to exclude clerical personnel or where there had been a history of bargaining excluding clerical employees from the unit at the hotel in question or where collective bargaining in the local area established a pattern of excluding clerical employees from hotel units. *Arlington Hotel Company, Inc., supra*, 404; *Water Tower Inn*, 139 NLRB 842; *LaRonde Bar & Restaurant, Inc.*, 145 NLRB 270; *Spinnenweber Builders, Inc., d/b/a Mariemont Inn*, 145 NLRB 79; *Columbus Plaza Motor Hotel*, 148 NLRB 1053. There is no evidence of any local pattern of bargaining in the present case except that in *The Pick Atlanta Corporation d/b/a Albert Pick Motor Inn*, Case 10-RC-7126, decided July 19, 1967, in which the Acting Regional Director found appropriate an overall hotel unit based on the agreement of this same Petitioner and the employer therein.

⁷*Shannon & Luchs*, 162 NLRB 1381; *Shannon & Luchs and D.P.A. Associates*, 166 NLRB 1011. Also see *Denver Athletic Club*, 164 NLRB 677, where the Board found appropriate a unit of the manual employees of the hotel and restaurant facilities of a combined hotel-athletic club enterprise.

⁸The feasibility of such a unit is not only demonstrated by these cases in which the Board—albeit for different reasons from those present here—has found appropriate a hotel unit excluding clerical employees, but also by the testimony of Petitioner's International director of organization, Paulson, with respect to his union's experience in the organization of hotel units. Paulson stated that clerical employees are excluded from the great majority of the units of hotel operating employees represented by various sister locals of Petitioner across the United States. Paulson further testified that in a number of instances where clerks are included in units of operating employees represented by these sister locals, the clerks were added to preexisting units which excluded them. Cf. *Allied Stores of New York d/b/a Stern's Paramus*, 150 NLRB 799, 803, 804; *Saks and Company*, 160 NLRB 682, enfd. 385 F.2d 301 (C.A.D.C.).

⁹An amended election eligibility list, containing the names and addresses of all the eligible voters, must be filed by the Employer with the Regional Director for Region 10 within 7 days after the date of this Decision on Review and Direction of Election. The Regional Director shall make the list available to all parties to the election. No extension of time to file this list shall be granted by the Regional Director except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed. *Excelsior Underwear, Inc.*, 156 NLRB 1236.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**HYATT CORPORATION d/b/a
ORLANDO HYATT HOUSE 1/
*Employer***

and

**HOTEL, MOTEL AND RESTAURANT
EMPLOYEES AND BARTENDERS UNION,
LOCAL 737, AFL-CIO
*Petitioner***

Case No. 12-RC-5344

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended, a hearing was held before a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its authority in this proceeding to the undersigned.

Upon the entire record in this proceeding, the undersigned finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. 2/
3. The labor organization involved claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act. 3/

5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time employees employed by the Employer at the Orlando Hyatt House; but *excluding* office clerical employees, casual employees, managerial and management intern employees, guards and supervisors as defined in the Act. 4/

DIRECTION OF ELECTION 5/

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period ending immediately before the date below, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by HOTEL, MOTEL

AND RESTAURANT EMPLOYEES AND BARTENDERS
UNION, LOCAL 737, AFL-CIO.

LIST OF VOTERS

In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of the statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *N.L.R.B. v. Wyman-Gordon Company*, 394 U.S. 759 (1969). Accordingly, it is hereby directed that within 7 days of the date of this Decision, 2 copies of an election eligibility list, containing the names and addresses of all the eligible voters, shall be filed by the Employer with the undersigned/Officer-in-Charge, Subregion, who shall make the list available to all parties to the election. In order to be timely filed, such list must be received in Room 706, 500 Zack St., Federal Bldg., P.O. Box 3322, Tampa, Florida 33601, on or before September 29, 1977. No extension of time to file this list may be granted, nor shall the filing of a request for review operate to stay the filing of such list except in extraordinary circumstances. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1717 Pennsylvania Avenue, N.W., Washington, D.C. 20570. This request must be received by the Board in Washington by October 5, 1977.

Dated *September 22, 1977*

at *Tampa, Florida*

/s/ Harold A. Boire
Regional Director, Region 12

FOOTNOTES

- 1/ The name of the Employer appears as amended at the hearing.
- 2/ The Employer is a Delaware corporation and operates the Orlando Hyatt House near Orlando, Florida. During the past 12 months, the Orlando Hyatt House had gross revenues in excess of \$500,000 and during the same period, purchased supplies valued in excess of \$50,000 directly from outside the State of Florida. In accord with the stipulation of the parties, I find that the Employer meets the Board's jurisdictional standards.
- 3/ The Employer has filed a motion to dismiss this petition for lack of jurisdiction. While an election was conducted by this office among employees in the bargaining unit on July 29, 1976, and the petition in this case was filed on July 18, 1977, the Act prohibits the holding of an election within a 12-month period after a former election but does not preclude the Board from processing petitions filed shortly before the end of the 12-month period. *The Stickless Corporation*, 115 NLRB 979.

Whether or not the petition was filed in accord with the Petitioner's successful organization, the unit found appropriate herein is that contended to be appropriate by the Employer, and not on the basis of Petitioner's organization.

With regard to Petitioner's showing of interest, issues of taint are a matter of administrative investigation, and the Employer has already been notified by the undersigned that investigation does not reveal that Petitioner's showing of interest was tainted. I therefore, deny Employer's Motion to Dismiss for lack of jurisdiction.

- 4/ The Orlando Hyatt House consists of 946 guest rooms, a large mall with shops and other guest services, a number of restaurants and a pub, and an area for conventions and/or banquets.

Petitioner seeks a bargaining unit of employees in the Housekeeping Department (about 122) while the Employer contends that the appropriate bargaining unit must include employees throughout its operations (about 360). There is not bargaining history for any of these employees. Pursuant to a stipulation of the parties, the undersigned held an election among the unit found appropriate herein on July 29, 1976 (12-RC-5112).

The Employer has a number of departments in its operations, including housekeeping, food and beverage, front desk, maintenance, and many others. Each department has a staff of supervisors, and employees are generally assigned to work regularly in a single department.

However, the Employer at this location has a regular practice of transferring employees between the various departments on a temporary basis when needed, and on a permanent basis when there are job openings. It is clear from the record that temporary and permanent transfers between departments is a regular occurrence and a number of these transfers involve housekeeping employees. During the slow seasons of tourism, the Employer performs much of its catch-up maintenance work and employees from all departments, including housekeeping, are assigned to the maintenance department during these periods. During the times when there is a large convention and/or banquets being held at the hotel facilities, employees from other departments will be temporarily assigned to help the small banquet department in setting up facilities for these events. It is clear from both the records submitted by the Employer and the testimony of employees presented by the Petitioner, that transfers of housekeeping employees is not an unusual situation.

Housekeeping department employees work together with employees in other departments. For example, there are maintenance employees assigned to each cluster who work in close contact with housekeeping employees, and there are housekeeping employees assigned to the Mall area

who work in close contact with other employees working in the Mall. The housekeeping department has only a few employees on the late shifts and during these shifts, employees from other departments regularly perform housekeeping work.

All employees receive the same fringe benefits and use the same cafeteria for their meals. The Employer has several committees made up of employees from all departments for safety reasons, and employees on these committees are trained together and meet regularly.

Upon consideration of the above facts and entire record, especially the regular transfers and working contact between departments, I find that the Housekeeping Department employees do not have a community of interest different from those of other department employees, and do not constitute an appropriate unit. I find that the only appropriate unit includes employees throughout Employer's operations at the Orlando Hyatt House, with the exclusions noted above. *Holiday Inn Southwest*, 202 NLRB 781; *Days Inn of America*, 210 NLRB 1035.

The Employer employs a number of part-time employees, with many of these employees on a call-in basis, while some may work on a regular schedule. The large majority of call-in employees are employees that serve banquets, and a number of housekeeping employees. I find that any part-time employee who works each week on a regular schedule for eight hours or more is a regular part-time employee and included in the bargaining unit. With regard to the employees who are on call, their employment depends on Employer's fluctuating business. I find that those who have worked an average of six hours per week over the 13-week period immediately preceding the eligibility date established herein, have established themselves as having a continuing interest of employment with the Employer and are eligible to vote in the election directed herein, while those who do not meet this standard are not eligible to vote. *First Mortgage Investors, a Trust d/b/a Cranston Hilton Inn*, 230 NLRB No. 20.

The Employer would include and the Petitioner would exclude Employer's management interns (about 7). These employees are generally hired from outside the organization and have a program through which they work in all departments throughout Employer's operations. They have a training coordinator and the program is part of Hyatt Corporation's national policy. After the conclusion of the training, the trainee may apply for a permanent job at any Hyatt House and several have secured a job at another Hyatt House. While in each department, they work closely with department managers and at times will serve as supervisors. There are classes for these interns and employees from various departments may attend these classes on a volunteer basis to gain advancement in their various jobs. However, these employees are not on a regular schedule for training and do not work under the supervision of the training coordina-

tor. Upon consideration of the above facts and entire record, I find that the management interns are given broad experience with the object of making them supervisors or management, and are excluded from the bargaining unit found appropriate herein. *May Department Stores*, 175 NLRB 514, 517.

The parties have stipulated that employees holding the following jobs are supervisors as defined in Section 2(11) of the Act, as they have the authority to hire or fire employees, effectively recommend such action and/or direct the work of other employees using independent judgement:

- Controller
- Assistant Controller
- Food & Beverage Controller
- Regional V.P. & General Manager
- Administrative Assistant (Administrative & General)
- Data Processing Manager EECO
- Data Processing Manager IBM
- Convention Service Manager
- Assistant Convention Service Manager
- Beverage Manager
- Director of Catering
- Catering Manager
- Banquet Manager
- Set Up Manager
- Director of Engineering
- Chief Engineer
- Landscaping Manager
- Executive Assistant Manager—Food & Beverage
- Purchasing Director
- Front Office Manager
- Assistant Front Office Manager
- Guest Services Manager
- Executive Housekeeper
- Assistant Executive Housekeeper
- Executive Chef
- Sous Chef
- Banquet Sous Chef
- Pastry Chef
- PBX Supervisor
- Director of Audiovisual Productions
- Personnel Manager
- Employment Manager
- Training Coordinator
- Restaurants Operation Manager
- A.M. Gatsby's & Bus Stop Supervisor

P.M. Gatsby's & Bus Stop Supervisor
Big Bicycle Supervisor
Executive Assistant Manager—Rooms
Assistant Manager/M.O.D.
Chief of Security
Transportation Supervisor
Director of Sales
Sales Manager/Group & Convention
Sales Manager/Tour & Agency
Executive Steward
Assistant Executive Steward
F & B Cashier Supervisor
Banquet Beverage Supervisor
Director of Personnel

Employer's credit manager and public relations manager are no longer supervisors as they no longer have employees under their direction. Both of these managers are salaried and are involved in making policy decisions. I find that the credit manager and public relations manager are part of management, their community of interest is with other management employees, and they are excluded from the unit found appropriate herein.

In the housekeeping department there are 13 cluster supervisors and 4 senior cluster supervisors, with one senior cluster supervisor assigned to each cluster of rooms. The parties agree that the cluster supervisors are lead employees. The Employer contends that the senior cluster supervisors are supervisors within the meaning of the Act, while Petitioner contends that they are also lead employees. Both cluster and senior cluster supervisors basically perform the work of an inspectress, checking the rooms after they have been made. The senior cluster supervisor is in charge of the supplies in her area and will pass out work assignments. The senior cluster supervisor's minimum pay is 25¢ an hour more than the other cluster supervisors but the highest pay is the same for both job classifications. While the senior cluster supervisor is looked upon as the highest ranking employee working in the cluster area, and may give instructions to other employees, it appears from the record that their instructions are of a routine nature. They do not have the authority to hire or fire employees, effectively recommend such action, or change the status of other employees. Upon consideration of the above facts and entire record, I find that the senior cluster supervisors are lead employees and included in the bargaining unit.

Michael Timothy Costello is the night supervisor at the front desk. Petitioner would exclude him as a supervisor while Employer contends that he is a lead employee and should be included in the bargaining unit. Mr. Costello testified that he has 4 desk employees working with him on his

shift and that he has the authority to have these people work overtime, excuse them for tardiness, and let them off early for individual needs. Upon consideration of the above testimony, I find that he is a supervisor within the meaning of the Act and excluded from the bargaining unit found appropriate herein.

- 5/ Although the unit I find appropriate herein is broader than that sought by the Petitioner, I shall not dismiss the petition as Petitioner has not disclaimed interest in such a unit. An election is, therefore, directed, subject to the undersigned ascertaining that Petitioner has made an adequate showing of interest among employees in the broader unit found herein. If Petitioner does not now wish to participate in an election in the unit found appropriate herein, I shall permit it to withdraw its petition without prejudice upon written notice to the Regional Director of Region 12 within 10 days from the date of this decision.

CERTIFICATE OF SERVICE

I, Arch Stokes, do hereby certify that I have this date served three (3) copies of the foregoing Supplemental Appendix to Petition upon the following persons by depositing said copies in the United States Mail, properly posted and addressed to:

The Honorable John C. Truesdale
Executive Secretary
National Labor Relations Board
1717 Pennsylvania Avenue, N.W.
Room 701
Washington, D.C. 20570
ATTN: JOLANE A. FINDLEY, ESQUIRE

The Honorable Rex E. Lee
Solicitor General
U.S. Department of Justice
9th and Pennsylvania
Washington, D.C. 20570

This _____ day of December, 1983.

ARCH STOKES
Counsel for Hyatt Hotels Corporation